

Henry Co.

PPME #2003 (Sheriff)

7/1/2006 6/30/2008

HENRY CO. / PPME #2003 (SHERIFF) 06-08

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES
IUPAT LOCAL 2003

UNION AGREEMENT

JULY 1, 2006 - JUNE 30, 2008

SHERIFF DEPARTMENT

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ARTICLE 1

RECOGNITION

The Henry County Board of Supervisors hereby recognizes Public Professional and Maintenance Employees, IUPAT Local 2003, as the sole and exclusive bargaining representative of all County employees in those classifications and departments as set forth in the PERB certification instrument Case No. 6035 dated October 12, 1999, as follows:

INCLUDED: All regular full-time and regular scheduled part-time Sheriff's department employees including day sergeant, night sergeant, jail administrator, communications supervisor, and office manager.

EXCLUDED: Sheriff, chief deputy, and all others excluded in Section 4 of the Public Employment Relations Act.

ARTICLE 2

DEFINITIONS

Section 2.01. Act. The term “act” as used in this Agreement shall mean the Iowa Public Employment Relations Act, as amended from time to time.

Section 2.02. Anniversary date. The term “anniversary date” shall mean the anniversary of the calendar date of the employee’s original date of hire by the employer.

Section 2.03. Bargaining Unit. The term “bargaining unit” shall mean the bargaining unit recognized by the Employer and defined in PERB Case #6035, dated October 12, 1999.

Section 2.04. Board. The term “Board” shall mean the members of the Henry County Board of Supervisors.

Section 2.05. County. The term “County” shall mean Henry County, Iowa.

Section 2.06. Employer. The term “Employer” shall mean Henry County, Iowa, acting through its Board of Supervisors or their designated representatives.

Section 2.07. Full-time Deputy. The term “full-time deputy” shall mean a deputy sheriff who has completed the probationary period and is compensated on average at least 76 hours in a two week pay period.

Section 2.08. Full-time Employee. The term “full-time employee” shall mean an employee other than a deputy who has completed the probationary period and is compensated at least thirty-seven hours per week on a regularly scheduled basis.

Section 2.09. Gender. Employees may occasionally be referred to as “he” or “his” or “she” or “hers” in the Agreement. Such designation is for convenience only as all references to employee are intended and do apply to employees of both gender.

Section 2.10. Part-time Employee. The term “part-time employee” shall mean an employee who has completed the probationary period and who is compensated for less than thirty-seven hours per week on a regularly scheduled basis, but shall not mean a person who is employed from time to time on an “as needed” or “casual” basis without a regular work schedule.

Section 2.11. PERB. The term "PERB" shall mean the Iowa Public Employment Relations Board.

Section 2.12. Probationary Deputy. The term "probationary deputy" shall mean a new employee who is a Deputy Sheriff and who has not completed a probationary period of six (6) months of work, said period commencing on the date of graduation from the Iowa Law Enforcement Academy or upon hire if said deputy was graduated from such academy prior to employment with the County.

Section 2.13. Probationary Employee. The term "probationary employee" shall mean a new employee other than a deputy who has not completed a probationary period of six (6) months of work commencing from date of hire.

Section 2.14. Sheriff. The term "Sheriff" as used in this Agreement shall mean the Sheriff of Henry County or his designated representative.

Section 2.15. Temporary Employee. The term "temporary employee" as used in this Agreement shall mean a person who is employed in a temporary vacancy for a period of four (4) consecutive months or less.

Section 2.16. Union. Public Professional and Maintenance Employees, IUPAT Local 2003, acting through its Business Representative, or such elected union officers or other persons designated by the Business Representative to act on his or her behalf.

ARTICLE 3

UNION DUES

Section 3.01. Deduction. Upon receipt of a lawfully executed written authorization from an employee the Employer agrees to deduct regular monthly Union dues of such employee from his or her wages and will remit such deduction to the official designated by the Union in writing to receive such deductions by the fifteenth day of the succeeding month. The dues remittance shall include a list of employees for whom dues are deducted, their last known address, last known rate of pay and the amount of dues deducted. The Union will notify the Employer in writing of the exact amount of Union dues to be deducted. An employee may rescind his or her deduction authorization by giving at least thirty (30) days written notice to the Employer. The Employer will notify the Union of any deduction revocation by the fifteenth day of the succeeding month.

Section 3.02. Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3.03. Bulletin Board. The Union shall be permitted to post official Union notices on one designated bulletin board in the workplace.

ARTICLE 4

EVALUATION

Section 4.01. Purpose. Employee evaluation shall have the primary purpose of improvement of job performance. Evaluation results shall not be used for disciplinary actions. Any written document to be used in evaluation shall be mutually agreed to by the Employer and the Union and disclosed to the employee in advance of the evaluation.

Section 4.02. Procedures. A new employee shall be evaluated not later than the completion of the employee's probationary period. A permanent employee shall be evaluated annually, and the evaluation shall be completed by the employee's anniversary date and shall be discussed with the employee within two (2) weeks of completion. The evaluation document shall contain ample space for the employee to write comments and the employee shall be given an opportunity to do so prior to the employee's signing of the evaluation document.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.01. Definitions.

- (a) Grievance. A “grievance” shall mean a claim that alleges a violation of any of the terms or provisions of this agreement.
- (b) Grievant. A “grievant” shall mean an employee, a group of employees and/or the Union claiming or filing a grievance.
- (c) Day. The term “day” or “days” as applied to this article shall mean consecutive calendar days.

Section 5.02. Standard Procedures. The processing of grievances shall be subject to the following procedures:

- (a) The failure of a grievant to timely grieve or appeal a grievance constitutes a waiver of the grievance or appeal process.
- (b) The failure of the Employer to timely respond at any step of the grievance process constitutes a denial of the grievance.
- (c) Any step of the grievance process may be waived by mutual agreement of the Employer and the Union.
- (d) After the informal step, all grievances and responses shall be in writing.
- (e) Any written response to a grievance or grievance appeal will be delivered or mailed to the grievant and the Union.
- (f) A grievant shall have the right to be represented at all levels of the grievance process by a representative of his or her choice. However, if the Union is not the grievant’s representative, the Union shall nonetheless be entitled to be present and participate at any and all steps of the grievance process. The Union shall have no obligation to pay expenses of representation provided by other than a Union representative.
- (g) Any investigation of a grievance by the grievant, Union or its representatives

shall be conducted so as to not interfere with or disrupt work activities or assignments.

- (h) If an arbitration hearing is held during the grievant's work shift, or a Union steward's work shift when the steward is directly representing the grievant, the grievant and one steward who is directly representing the grievant will be released from work without loss of pay for the time necessary to attend the hearing. However, no such release shall require the payment of any overtime pay.
- (i) All meetings and hearings conducted under the grievance process shall be held in private and shall include only the grievant, Employer, Employer representatives, Union, Union representatives and witnesses. Arbitration hearings shall also be conducted as private hearings limited to the above named persons and the Arbitrator.
- (j) Grievance of a reprimand shall start at the Informal Step. Grievance of a suspension or discharge shall start at Step 1.

Section 5.03. Grievance Steps.

Informal Step. An employee shall discuss a complaint or problem verbally with his or her immediate supervisor or designated representative within five (5) days after the grievant knew or should have known of the occurrence or the event giving rise to the grievance, in an effort to resolve the complaint or problem informally. The grievant shall indicate the section(s) of this agreement involved in the grievance, if known. Failure to perform the informal step shall not be a bar to timely filing a written grievance.

Step One. Within seven (7) days after the grievant knew or should have known of the occurrence or event giving rise to the grievance or within three (3) days after the grievance was not resolved at the informal step, the grievance may be submitted in writing by the grievant to the Sheriff. The written grievance shall designate the specific section or sections of this agreement alleged to be violated and shall contain a statement specifying what relief or remedy is desired. The Sheriff or designee shall meet with the grievant and the Union steward. The Sheriff or designee shall investigate the grievance, and provide a written response to the grievant within five (5) days of the receipt of the written grievance or conference, whichever is later.

Step Two. If the grievance is not resolved at Step Two, the grievant may, within five (5) days following receipt of the Step One written response, submit the grievance to the

Board of Supervisors. The Board of Supervisors shall meet with the grievant and representative within ten (10) days after receipt of the grievance and shall provide a written response within seven (7) days after such meeting. If such meeting is conducted during work time, it shall be held without loss of pay to the grievant and one Union representative who is directly representing the grievant. However, no such release shall require the payment of overtime pay.

Step Three. In the event that the grievance remains unresolved after the completion of Step 2, the grievance may be referred to arbitration by serving a written request for arbitration upon the Employer within 10 days of the date of the Board's last response. If the grievant chooses representation by the Union, then the Union shall make the above service provided that neither the employee nor the Union may compel arbitration without consent of the other. If the grievant chooses representation other than the Union, the grievant shall make the above service. When a timely request has been made for arbitration, the Iowa Public Employment Relations Board shall be requested to provide a list of five (5) arbitrators.

Section 5.04. Arbitrator Selection. Within five (5) days after receipt of the list of arbitrators, representatives of the parties shall meet and toss a coin with the winner to determine who shall first strike a name from the list and shall then alternately strike names from the list until one remains and that person shall act as the arbitrator. The arbitrator selected shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall issue a decision not later than sixty (60) calendar days from the date of the close of the hearing unless the time is extended by agreement. If post-hearing briefs are requested, the hearing will be considered closed upon the Arbitrator's receipt of the briefs of both parties. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted.

Section 5.05. Arbitrator Authority. The arbitrator shall have no authority to add to, subtract from, change, modify or amend or disregard any of the terms of any part of this agreement. The Arbitrator shall have no authority to substitute his discretion for the discretion of the Employer in any matter reserved to the Employer's discretion under the terms of this Agreement. The decision of the arbitrator, within the scope of this authority, shall be final and binding upon the Employer and the grievant. Awards will not be retroactively applied beyond the date of the occurrence giving rise to the grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to include in any award remedies as the arbitrator deems proper. The arbitrator may not hear more than one grievance unless the grievances involve more than one employee and the same facts, or the presentation of more than one grievance is mutually agreed to by the Employer and the

Union.

Section 5.06. Arbitrator Expenses. When a grievant chooses representation by the Union, the costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses, including half the cost of the services of the arbitrator by a grievant not selecting representation by the Union.

ARTICLE 6

SENIORITY, TRANSFERS AND LAYOFFS

Section 6.01. Seniority Definition.

A. Non-Civil Service Employees:

Seniority means an employee's length of continuous service with Henry County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement. Regular part-time employee's seniority shall be pro-rated as a percentage of a forty (40) hour per week full-time employee.

B. Civil Service Employees:

Sworn law enforcement officers' seniority shall be determined by the Civil Service Commission under the jurisdiction of Chapter 341A, Code of Iowa.

Section 6.02. Notice to Union and Employees. The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of July 1 of each year, and the Union shall receive notice when employees are to be laid off or recalled. The same list shall be posted on a bulletin board in the workplace. Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within twenty (20) days, the employee may file a grievance in accordance with the Grievance Procedures in the Agreement.

In the event that two (2) or more employees have the same seniority date, the seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower four (4) digits of the social security number being considered as having greater seniority.

Section 6.03. Loss of Seniority. An employee shall lose all seniority if the employee resigns, retires, is discharged, or is laid off for a continuous period of one (1) year.

Section 6.04. Benefits During the Probationary Period. A probationary employee is eligible for contractual fringe benefits as follows:

A. At all times

At all times they shall be eligible to enjoy the benefits of bereavement leave, jury duty leave, recognized paid holidays, and shall be eligible to be covered

by the group health insurance provided by the Employer. Probationary employees shall also be eligible to use personal days, but should the employee not attain permanent employee status then the equivalent monetary value of any days used during probation shall be deducted from the employee's final paycheck.

- B. After the probationary period
- Probationary employees shall accrue all other fringe benefits during their probationary period, but shall not have them available for use by the employee until completion of the probationary period.

Section 6.05. Job Vacancies. Permanent vacancies and positions in newly created job classifications in the bargaining unit shall be filled in order of the following procedures:

1. Voluntary transfer of current unit employee
2. Bid by current unit employee
3. Recall of laid off unit employee
4. New hire of person from outside the unit
5. Involuntary transfer of current unit employee

Section 6.06. Voluntary Transfer. An employee may not more than once each six (6) months request a voluntary transfer of job assignment (shift) to a vacancy in the same job classification. Such a request for transfer shall be in writing by the employee to the Sheriff and kept on file in the Sheriff's office for one year. An employee requesting a transfer within a classification shall be granted the request unless the Sheriff can provide just cause for denial of the request. Notice of the vacancy shall not be posted pursuant to 6.08 of this Article until all transfer requests within that classification have been disposed of. Multiple transfer requests shall be considered in order of seniority of the requestors, regardless of the time they are filed.

Section 6.07. Involuntary Transfer. The Employer may involuntarily transfer an employee to a different job assignment within a job classification or to a different job classification or department. Such involuntary transfer shall not exceed thirty (30) consecutive calendar days. An employee temporarily transferred to a lower pay grade shall continue to receive their normal rate of pay. An employee temporarily transferred to a higher pay grade for more than twenty-one (21) days during a fiscal year shall receive the higher rate of pay beginning with the first day of service in the higher pay grade.

Section 6.08. Bidding. No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted by the

Employer on a bulletin board for the period of three (3) working days, and present employees in the bargaining unit have had the opportunity to apply for such positions and have their applications considered. In determining the successful applicant, qualifications shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern.

An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working-day trial period, the employee shall receive actual training directly related to the work of the job. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position.

Written notification shall be given to all unsuccessful bidders by the Sheriff within three (3) working days following a selection or rejection of all bidders. Qualified applicants outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

Section 6.09. Layoff Procedures. When a layoff occurs, the following general procedures shall apply:

- A. Layoffs shall be by classification as set forth in the job classifications except that temporary and probationary employees shall be laid off prior to part-time employees, and part-time employees shall be laid off prior to the layoff of full-time employees.
- B. Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of time.
- C. Employees in the layoff classification shall be laid off in accordance with ability and seniority. Layoff shall be by seniority with the least senior employees within the classification affected being laid off first, unless the least senior employee possesses special skills and ability required to meet the needs of the Employer.
- D. When special skills and ability are not a consideration, the employee with the least bargaining unit seniority in the classification affected shall be the first removed. The employee removed can then replace the employee with the least bargaining unit seniority in an equal or lower pay grade job classification provided the employee is qualified to perform the work and has greater

seniority then the person being bumped. An employee who is bumped retains his bumping rights. Employees may accept layoff rather than exercise their bumping rights. An employee on layoff has no transfer or bidding rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Employees who exercise their bumping rights and temporary/probationary employees have no recall rights.

- E. Any employee laid off because of a reduction in force, shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the classification, before a new employee will be hired for such position by the Employer, if such opening becomes available within one (1) year after the date of layoff.

Failure to accept a position when offered within five (5) calendar days after the Employer has mailed to the affected employee a notice of recall shall eliminate any further rights of recall or reinstatement. Notice shall be mailed to the last known address supplied to the Employer by the employee.

Section 6.10. Training Reimbursement. The parties agree to follow Iowa Code Section 384.15 and the parties further agree that this section permits the Employer to request reimbursement of training expenses.

ARTICLE 7

JOB CLASSIFICATIONS

Section 7.01. Job Classifications. For the purpose of the administration of the agreement, the employees within the bargaining unit shall be divided into the following job classifications:

- A. Sergeant
- B. Deputy Sheriff
- C. Jail Administrator
- D. Jailer
- E. Communication Supervisor
- F. Communication Operator
- G. Office Manager
- H. Clerk.

Section 7.02. Classification Changes. The job classifications in effect on the first effective date of this Agreement shall not be changed during the effective period of the Agreement, unless the Employer notifies the Union with a request to meet and bargain the effect of a job classification change. The Union shall not refuse to meet with the Employer on this subject. Disputes as to the inclusion or exclusion of a position within the bargaining unit shall be submitted to the Public Employment Relations Board. If the Union and Employer do not reach agreement following bargaining on the effects of a job classification change, then a unilateral action by the Employer shall not create a precedent for future Agreements.

ARTICLE 8

WAGES AND COMPENSATION

Section 8.01. Wage Rates. Employees shall be compensated for their regular straight-time hours worked pursuant to the wage schedule set forth in Exhibit A, copies of which are attached hereto and incorporated herein by reference as though fully set forth

All hourly wage rates in Exhibit A July 1, 2006-2007, shall be increased effective July 1, 2006, by three and one-half percent (3.5%) over Exhibit B, 2005-2006. Initial placement on Exhibit A shall equal each employee's years of law enforcement experience.

All hourly wage rates in exhibit B 2007-2008, shall be an increase effective July 1, 2007 of three and three quarter percent (3.75%) over Exhibit A 2006-2007. Initial placement on Exhibit B shall equal each employee's years of law enforcement experience.

Section 8.02. Job Classification Placement.

A change in employee classification will affect pay status as follows:

1. Length of Service. Employees shall advance to the next step on the pay grade for that job classification upon meeting the required number of months or years of service based on the employee's length of service in that pay grade. Step increases shall take effect the first day of the pay period which follows the employee's anniversary date. The Employer may enter a new employee above the start rate in Exhibit A based upon the employee's prior experience and certification in that job classification.
2. Increase in Pay Grade. An employee who successfully bids or is transferred to a job classification in a higher pay grade shall be placed on a step equal to his former rate of pay step or the next higher hourly rate of pay if the former pay step does not exist in the new pay grade.
3. Decrease in Pay Grade. An employee who successfully bids or is transferred or bumped to a lower pay grade shall be placed on a step equal to his former rate of pay step or the next lower hourly rate of pay if the former pay step does not exist in the new pay grade.

4. Return from Layoff. When an employee, following layoff, is recalled in the same classification from which he was laid off, he shall be placed in the same pay step that he occupied at the time of the layoff. When the employee is re-employed in a classification having a lower pay grade, his rate of pay shall be the same as that at the time of layoff, provided that the pay grade contains that rate; otherwise his rate of pay shall be the next lower hourly rate of pay compared to his former wage rate.

Section 8.03. Pay Periods. Time sheets are to be turned in to the Department Head on Monday following each two (2) week pay period. Paychecks will be issued on the Wednesday following the end of the pay period. In the event pay day is a holiday, paychecks shall be issued on the last workday prior to the holiday. Employees may elect to use direct deposit of their pay to the employee's designated bank account.

Section 8.04. Longevity Pay. Eligibility guidelines for, and amounts of, longevity pay are set forth below. All employees with the required years of service with Henry County, including part-time employees, shall receive the following cents-per-hour in addition to their hourly rate of pay:

10 years of County service.....	20 cents
15 years of County service.....	25 cents
20 years of County service.....	30 cents

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 9.01. Work Week. The work week shall begin at 12:01 a.m. Sunday and end at midnight Saturday. The normal work week for full-time employees shall consist of a monthly average of at least thirty-seven (37) hours per week. The Employer shall post monthly shift assignments at least ten (10) days in advance. Employees will be given seven (7) days advance notice of a change in their schedule of hours to be worked, emergency situations excepted.

The schedule referred to in Section 9.01 when employees are given seven days advance notice of a schedule change shall be the schedule maintained in the communications office. Employees shall be notified of a change in schedule by the placement of a written notice in the employee's distribution box and the same notice shall be attached to the appropriate division schedule in the communications office. In the event that an employee would be absent from work for more than seven days in advance of a posted schedule change, then the notice shall also be mailed by regular mail to that employee postmarked no later than seven days prior to the schedule change.

Section 9.02. Overtime. Overtime pay at the rate of one and one-half (1.5) time the employee's regular hourly rate shall be paid as follows: Deputy Sheriffs, Sergeants and Jailers - hours worked over 86 hours in a 14 day period. Communications and clerical employees - hours worked over 40 hours in a 7 day period. Work which is required by the Employer to be performed on an employee's scheduled time off will be paid at the overtime rate.

Section 9.03. Distribution of Overtime. The Employer will try to apportion overtime which has to be worked as equally as possible among the qualified employees in a job classification. However, the need for overtime work shall be determined by the Employer and any overtime work that is performed must have specific prior authorization from the Employer.

Section 9.04. Pyramiding of Overtime. Overtime pay shall not be paid more than once for the same hours worked.

Section 9.05. Compensatory Time. Employees may elect to receive compensatory time off for overtime hours worked at the rate of one and one-half (1.5) hours of compensatory time for each overtime hour worked. If any employee wishes to receive compensatory time for overtime hours, the employee must make an election to do so in the

Auditor's Office on a semi-annual basis on or before June 1st and December 1st of each year to be effective on the 1st day of the following month. The election may be revoked by the employee on fifteen (15) days advance notice to the Auditor's Office. Elected compensatory time may be accumulated up to a maximum of one hundred twenty (120) total hours. Accumulated compensatory time must be used and shall not be paid in cash unless or until the employee terminates employment. Employees who have accumulated more than one hundred twenty (120) hours of compensatory time as of July 1, 2000 shall retain their accumulation, but shall not accumulate additional hours until their maximum accumulation is less than one hundred twenty (120) hours.

Section 9.06. Meal Periods. The Employer shall grant, with pay, a thirty (30) minute meal period for all employees. Meal periods will be scheduled as near to the middle of the shift as possible. It is hereby acknowledged that meal periods may not be available as scheduled due to the nature of law enforcement.

Section 9.07. Break Periods. The Employer shall grant, with pay, two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. It is hereby acknowledged that break periods may not be available as scheduled due to the nature of law enforcement.

Section 9.08. Call In Pay. An employee who is called in to work outside of the employee's regularly scheduled shift shall be provided at least two (2) hours of work paid at the overtime rate. This provision shall not apply to an early start or an extension of an employee's regularly scheduled shift.

Section 9.09 Inclement Weather. Clerical employees may be absent without pay in the event that bad weather prevents the employees from reporting to work. Vacation, personal days, or compensatory time off may be used in lieu of absence without pay, at the employee's election.

Section 9.10. Court Time. An employee required to appear for Court during off duty hours shall be paid for actual time spent, with a minimum of two (2) hours pay at the appropriate rate of pay. The two (2) hours of pay is guaranteed if an employee is required to appear for Court during off duty hours, unless the employee is notified of the cancellation of the Court appearance at least two (2) hours before the time of the scheduled appearance. The minimum does not apply when the scheduled Court appearance is within two (2) hours of the employee's regular starting time. In that event the employee is paid at the regular rate of pay for the time actually spent. The employee shall turn over to the Employer witness fees collected by the employee when such fees are received. The time actually spent waiting to testify and testifying shall be considered "time worked" for purposes of computing overtime

hours.

Section 9.11. Shift Trades.

- A. It is permissible for all employees within the same classification to trade shifts anytime within the time accounting period. Trades will not affect overtime regarding the maximum number of hours worked in any accounting period.
- B. All trades must have the prior approval of the Sheriff prior to the time of the traded shift. All trades must be adequately documented in the remarks area of the time sheet indicating who the trade is with and the dates of both sides of the trade.

Section 9.12. Shift Bid. On December 1 and June 1 the Sheriff shall post the shift schedule for each division for the six month period beginning January 1, and July 1 respectively. Employees shall select a shift in order of greatest seniority for that six month schedule. Sections 6.06 and 6.07 shall be used to fill shift vacancies during each six month period. The Sheriff may deny a bid request in order to assure that a shift is not staffed solely with probationary employees or when necessary to meet any correction facility requirements regarding gender.

ARTICLE 10

SAFETY AND HEALTH

Section 10.01. Protective Equipment. The Employer shall determine and designate protective equipment and other devices necessary to protect employees from injury. The use of such equipment and devices shall be mandatory. All items of protective wear and equipment supplied by the Employer shall remain property of the County. Employees may submit requests for protective wear, equipment, or equipment repair to the Sheriff. Any denial of a protective wear or equipment request may be appealed to the Board.

Section 10.02. Injury Reports and Day of Injury. An Employee who is injured on the job, if physically possible, shall immediately report the injury to a supervisor. When necessary, an injured Employee shall be provided with transportation to take him or her to a doctor, his or her home, or to a hospital. The Employee shall be paid the Employee's hourly rate of pay for the time lost the day of the injury without reduction in the Employee's paid leave accounts.

Section 10.03. Damage to Personal Items. If an Employee suffers damage to personal clothing or equipment items as a direct result of the proper performance of assigned duties, the Employee may submit a request in writing to the Sheriff, and if denied to the Board, for compensation in part or in full for the item damaged which may be paid in part or full by the Employer.

Section 10.04. Physical Examinations. The Sheriff may require a physical examination to determine the condition of health of any employee and their ability to perform the employee's normal duties with any reasonable accommodation. Any required physical shall be at the Employer's expense and if scheduled during working hours, shall occur with no loss in pay or paid leave to the employee. The results of any physical examination shall be confidential, and restricted in access to the employee and the Employer.

ARTICLE 11

LEAVES OF ABSENCE

Section 11.01. Sick Leave Accumulation. Each regular full time employee shall accrue sick leave at the rate of one and one-half (1½) days per month of continuous employment. The accrual shall be credited the first pay check of the following month. Maximum accumulation shall be one hundred twenty (120) days.

Section 11.02. Use of Sick Leave. Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work
- B. Medical or dental appointments which cannot be scheduled during non-working hours
- C. Maternity leave not to exceed eight (8) weeks
- D. For illness or injury to a member of the employee's immediate family, defined as his/her spouse and children living at home. This shall be limited to time required to arrange care and transportation of that relative.

Sick leave may be used in one (1) hour increments.

Section 11.03. Sick Leave Verification. The Employer reserves the right to require satisfactory or other evidence after any absence of three (3) consecutive work shifts or work days, or when there exists reasonable grounds that the use of sick leave was not permitted under Section 11.02.

Section 11.04. Sick Leave Notification. When absences due to sickness are necessitated, the employee shall notify the supervisor one (1) hour prior to the beginning of his scheduled reporting time.

Section 11.05. Funeral Leave. An employee shall be eligible for a leave of absence with pay for up to five (5) days in the event of a death of the employee's spouse or child, up to three (3) days in the event of a death in the employee's immediate family, and up to one (1) day in the event of a death of the employee's extended family.

For purposes of Funeral Leave only, immediate family includes the following: father, mother, brother, sister, mother-in-law, father-in-law, employee's grandparent or employee's spouse's grandparent, grandchild, or guardian; extended family includes the following: sister-in-law, brother-in-law, uncle, aunt, niece, nephew, or first cousin. The Sheriff may

authorize leave without pay in the event the death of a relative not included in the immediate or extended family.

The Sheriff may grant up to four (4) hours paid leave for an employee to attend the funeral of a fellow employee, former employee or the spouse of a fellow employee. In the event that a funeral absence, other than is set forth above, is necessary, the Sheriff may authorize vacation time leave or an unpaid leave of absence.

Section 11.06. Jury Duty Leave. Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 11.07. Unpaid Leave. The Employer may grant an employee request for an unpaid leave of absence for whatever purpose deemed reasonable by the Employer.

Section 11.08. Benefits During Unpaid Leave. During an unpaid leave of absence of more than fifteen (15) calendar days the employee:

- A. Must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Auditor's Office to provide the payments.
- B. Shall not receive any other fringe benefits.
- C. Shall not accrue seniority, and shall have his anniversary date adjusted to reflect the length of the unpaid leave.
- D. Shall not accrue sick leave, vacation, or other forms of leave.

Section 11.09. Disability/Injury Leave. An employee off work due to an on-the-job injury or illness covered by Workers' Compensation may elect to receive their normal pay from the Employer for the time off work. If an employee elects, in writing, to receive their normal pay, the Workers' Compensation check received by the employee will be signed over to the Employer. The difference between the normal pay and Workers' Compensation will be deducted on a pro rata basis to the nearest hour from the employee's accumulated sick leave. If the employee has no earned sick leave, then the employee retains the Workers' Compensation check and receives no pay from the Employer. An employee on Workers' Compensation shall continue to receive all Employee-paid benefits received by other employees.

Section 11.10. Personal Leave. Each employee shall receive three (3) paid personal days per calendar year, and such personal days may not be carried over. Personal days may be used in one (1) hour increments. Employees must obtain approval from their immediate supervisor at least twenty-four (24) hours prior to the personal day requested, except in verifiable emergencies when the employee should notify his supervisor prior to the start of his shift.

Section 11.11. Federal Family Medical Leave Act Options. An employee who requests and is granted a leave of absence under the Federal 1993 Family Medical Leave Act shall have the following options:

- A. To substitute vacation time, compensatory time or personal leave of family medical leave for unpaid family medical leave: The employee shall exercise this option in writing to the Employer prior to the usage of family medical leave, and shall designate the type of leave to be substituted and the maximum amount to be deducted from any accumulations. Deductions from employee paid leave accumulations shall not exceed the amount of family medical leave taken.
- B. To continue to accrue seniority within the bargaining unit as if on paid leave of absence when substituting paid leave for unpaid family medical leave.
- C. To continue Employer paid coverage of all insurance benefits.

The Family Medical Leave Act twelve (12) week limitation shall be computed on a "rolling year" basis for each employee consisting of twelve (12) consecutive months following each usage.

Section 11.12. Union Leave. Up to three (3) employees designated by the Union with notice to the Employer shall be allowed paid leave at the same time as the employee's straight-time hourly rate of pay when attendance at collective bargaining negotiation sessions, mediation, fact-finding and arbitration hearings conflict with the employee's assigned hours of work.

ARTICLE 12 HOLIDAYS

Section 12.01. Designated Holidays. Employees shall receive nine (9) holidays paid at their regular compensation as follows:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Section 12.02. Time Observed. For those employees whose regular work week is Monday - Friday, Monday shall be granted as the holiday when the actual holiday falls on Sunday. When the actual holiday falls on Saturday, the preceding Friday shall be granted as the holiday. For those employees who are regularly required to work on the weekends, the actual day on which the holiday falls shall be granted as the holiday.

Section 12.03. Holiday Pay. Full-time and part-time employees who are scheduled to work or called in to work on any of the designated holidays in 12.01 shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for all hours worked on the holiday, plus eight (8) hours of holiday pay (8.6 hours for deputies) at the employee's straight-time hourly rate of pay. A full-time employee not scheduled to work on a holiday shall receive one (1) alternate day off or eight (8) hours of pay (8.6 hours for deputies) at the employee's straight time hourly rate, at the employee's election on the time sheet containing that holiday.

Section 12.04. Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after such holiday. If the employee is absent only the last scheduled day before, or the first scheduled day after the holiday, as a result of personal illness substantiated by a medical doctor's written statement, on-the-job injury, or other paid leave in the agreement, the employee shall be considered as having met these requirements. Any employee on unpaid leave or layoff is not eligible for holiday pay.

Section 12.05. Holiday During Vacation and Sick Leave. A holiday which occurs during time off work due to vacation or sick leave shall be paid as a holiday and not deducted from the employee's vacation or sick leave accumulations.

Section 12.06. Part-time Employees. Part-time employees shall receive the same

designated holidays as full-time employees. A part-time employee not scheduled to work on a designated holiday will receive four (4) hours of holiday pay as the employee is normally scheduled to work.

ARTICLE 13

VACATION

Section 13.01. Eligibility for Vacation Pay. Each eligible employee shall be entitled to a vacation with pay in accordance with the following schedule. Vacation will be credited and available to be used each bi-weekly pay period by dividing each employee's annual eligibility by twenty-six (26). During the first year of employment with the County an employee shall accrue vacation, but not have it available for use. An employee's bi-weekly accrual rate shall increase per the schedule below on pay periods during which the employee has an anniversary date. A week of vacation pay will equal the employee's normal work week's number of hours and pay, excluding overtime pay. An employee's total vacation accrual at any one time may not exceed one and one-half times the employee's annual vacation accrual.

Every full-time employee shall earn vacation credit as follows:

After the first year of employment: 1 week per year
After the second year of employment: 2 weeks per year
After the ninth year of employment: 3 weeks per year
After the fifteenth year of employment: 4 weeks per year
After the twentieth year of employment: 5 weeks per year

TRANSITION: On July 1, 2002, each employee's vacation accrual will be credited with all current unused vacation plus all vacation earned on a bi-weekly pay period basis since the employee's last anniversary date.

Section 13.02. Scheduling of Vacation. In determining vacation periods, the Sheriff shall give consideration to employees' preferences, and in case of conflict, a first come - first served basis shall govern. However, no vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the Sheriff, and the Sheriff shall provide a written response in five (5) calendar days. The employee shall give twenty-four (24) hours notice for two (2) days or less of vacation and one (1) week notice for three (3) to six (6) days of vacation and two (2) weeks notice for seven (7) or more days of vacation. The Sheriff may waive the advance notice requirements. Vacation may not be taken in increments of less than one (1) hour.

Section 13.03. Vacation Pay Upon Termination. Upon termination of employment with the County, an employee shall receive payment for all unused vacation at the

employee's rate of pay upon termination.

Section 13.04. Part-time Employees. Part-time employees shall receive vacation based upon the same schedule as 13.01, but the amount of hours/days credited on the employee's anniversary date shall be pro-rated as a percentage of a full-time employee in that job classification.

ARTICLE 14

INSURANCE

Section 14.01. Health Insurance. The Employer shall provide full-time employees with health insurance coverage at no cost to the employee other than the coverage requirements of the insurance policy. Employees electing dependant coverage shall contribute nine percent (9.0%) of the difference between the single and family premium per month effective July 1, 2006, and ten percent (10%) effective July 1, 2007. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2001 (plan 3 as amended) shall be maintained, and shall include the following basic benefits:

	<u>Single Plan</u>	<u>Family Plan</u>
Deductible	\$250	\$500
Out-of Pocket maximum	\$650	\$1300
Co-insurance	10% employee PPO providers 20% employee non-PPO provider	
Lifetime maximum per Person	\$2,000,000	

Deductibles are included in the out-of-pocket maximum. Family deductibles and out-of-pocket maximums are aggregate totals for each family unit. PPO office visits are not subject to the deductible, but are subject to a \$10 per visit office co-pay. There is no separate prescription drug deductible or out-of-pocket maximum, but each drug purchase is subject to a per prescription co-pay as follows: \$10 for a generic prescription, \$25 for a formulary prescription, and \$40 for a name brand prescription. Office visit and drug co-pays do not apply to the employee's deductible or out-of-pocket maximum.

Section 14.02. Dental Insurance. The Employer shall make available individual and dependent dental insurance. The Employer shall provide single dental coverage at no cost to full-time employees. Employees desiring family coverage shall pay the monthly premium cost which is in excess of the individual coverage premium.

Section 14.03. Payroll Deductions. An employee's portion of insurance premiums, if any, will be deducted bi-weekly from the employee's paycheck.

Section 14.04. Life Insurance. The Employer shall provide at no cost to each

employee term life insurance coverage in an amount not less than \$10,000.

Section 14.05. Pre-Tax Reimbursement Account. All employees are eligible to participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax income.

Section 14.06. Part-Time Employees. Part-time employees who desire coverage under the Employer's health or dental plans, shall only receive the employer-paid benefit of single health or dental insurance pro-rated as a percentage of a full-time employee based on annual hours worked. Any family coverage desired by a part-time employee shall be paid for by that part-time employee.

Section 14.07. Deferred Compensation- Annuity Program. The Employer shall provide a monthly contribution into a deferred compensation-annuity plan for eligible employees. Only full-time employees selecting single health insurance or no health insurance coverage are eligible for the Employer's contribution. The Employer's contribution shall equal the difference between the single health insurance premium and the Employer's contribution for family health insurance (Plan 3) for those employees selecting single coverage, or it shall equal the entire Employer contribution for family health insurance (Plan 3) for employees selecting no coverage, but not to exceed \$605 per month minus FICA and IPERS deductions. Employees may apply for withdrawals from the plan upon proof of hardship, retirement, resignation, or death.

ARTICLE 15

MISCELLANEOUS

Section 15.01. Separability and Savings. Should any article, section or clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section or clause not so adjudged and said remaining provisions shall remain in full force and effect.

Section 15.02. Entire Agreement/Finality. This Agreement supersedes all previous agreements between the Employer and the Union or any members thereof and unless expressly stated to the contrary herein constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Any subsequent or supplemental agreements must be reduced to writing and executed by both parties to be effective. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance for the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Past practices which are not mandatory subjects of bargaining under Section 20.9 of the Act shall not constitute a part of this Agreement unless expressly stated to the contrary herein.

Section 15.03. Maintenance of Standard. As of the effective date of this Agreement and during its term, any part hereof or past practice which is a mandatory subject of bargaining under Section 20.9 of the Code of Iowa shall not be changed or modified except by mutual agreement of the Employer and the Union.

Section 15.04. This Agreement shall be in effect from July 1, 2006 until June 30, 2008.

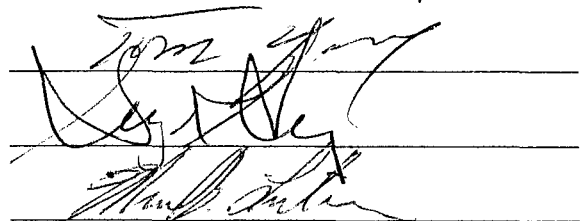
BOARD OF SUPERVISORS - HENRY COUNTY, IOWA

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, IUPAT LOCAL 2003

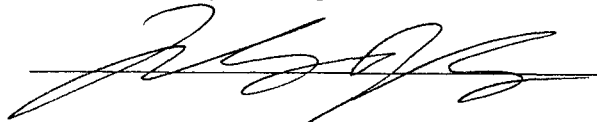
2006 - 2008 AGREEMENT

HENRY COUNTY

By its Board of Supervisors

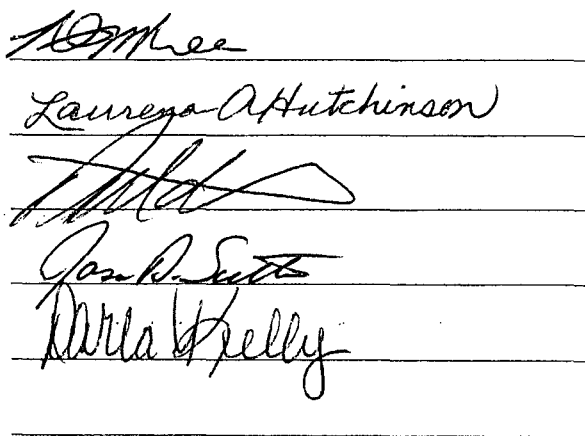


By the Employer's Representative



PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES

By its Bargaining Team



By the Union's Representative

